

# **EXHIBIT D**



September 17, 2008

Lehman Brothers International (Europe)  
Lehman Brothers Holdings Inc.  
c/o Lehman Brothers Inc.  
745 7th Avenue  
New York, NY 10019  
Attention: Equity-Linked & Hybrid Solutions Group

Demand for Return of Loaned Shares Upon Event of Default

Ladies and Gentlemen:

Reference is made to the Share Lending Agreement (the "Agreement"), dated as of June 26, 2008, among Evergreen Solar, Inc., as Lender, Lehman Brothers International (Europe), as Borrower, Lehman Brothers, Inc., as Borrowing Agent and Collateral Agent, and Lehman Brothers Holdings Inc., as Guarantor. All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Agreement.

You are hereby advised that the placement of the Borrower under administration on September 15, 2008 constituted a Default pursuant to Section 10(a)(iii) of the Agreement and resulted in the immediate termination of all Loans. Pursuant to Section 5(c) of the Agreement, we note that the Agreement automatically requires that all Loaned Shares (30,856,538 shares of Evergreen Solar, Inc. common stock) be delivered immediately to Lender, and in no event later than September 22, 2008 as specified in the Agreement. We hereby demand that you comply with your obligations under the Agreement.

Attached for your reference is our notice of September 15, 2008 that was previously delivered to you demanding the establishment of the Collateral Account with Collateral as required pursuant to Section 4 of the Agreement. Without prejudice to our right to the immediate return of the Loaned Shares, as above, we hereby reassert our demand that you establish the Collateral Account in accordance with Section 4 of the Agreement until such time as you comply with Section 5(c) of the Agreement and return all outstanding Loaned Shares to us.

If you have any questions regarding this notice please contact Michael El-Hillow via telephone at (508) 251-3244 or email at melhillow@evergreensolar.com. This notice shall not prejudice any rights of Lender otherwise available under the Agreement, as a secured creditor under the Uniform Commercial Code or any other applicable law.

Regards,

A handwritten signature in dark ink, appearing to read "Michael El-Hillow".

Michael El-Hillow  
Chief Financial Officer

cc:

William J Schnoor, Jr., Esq.  
Yoel Kranz, Esq.

LIBC/3385308.3